Shelby County
Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, 9th Floor Suite 900
Memphis, TN 38103

Issued: October 18, 2013
Due: December 3, 2013 no later than 3:00 P.M. (Central Standard Time)

RFP #14-010-19
Ryan White Part A and Minority AIDS Initiative (MAI)
HIV Emergency Relief Project
(Community Services)

Shelby County Government is seeking proposals from interested and qualified agencies and professional individuals to provide core medical and supportive services for People Living with HIV/AIDS (PLWH/A) in the Memphis Transitional Grant Area (TGA), including Shelby, Fayette and Tipton counties in Tennessee; Marshall, DeSoto, Tunica, and Tate counties in North Mississippi; and Crittenden County in East Arkansas. Information regarding this RFP is located on the County's website at www.shelbycountytn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

A pre-proposal conference will be held at 9:30 A.M. on Friday, November 1, 2013, at the Ryan White Program Office located at 1075 Mullins Station Road Room W-278, Memphis, TN 38134. All interested respondents are encouraged to attend this informational meeting. If you plan to attend, please send confirmation of your attendance with your company name, representative's name and contact number to the Shelby County Government Purchasing Department via email attention to Andre Z. Woods at andre.woods@shelbycountytn.gov. A confirmation email will be returned with specific updated information concerning the conference.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of Purchasing **no later than 3:00 p.m. on Tuesday, December 3, 2013**. Proposals should be addressed to:

Andre Z. Woods, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., 9th Floor Suite 900
Memphis, TN 38103

The package containing an original copy (clearly identified as original) and six (6) copies of your proposal must be sealed and marked with the Proposer's name and "**CONFIDENTIAL, RYAN WHITE Part A and MAI Services, RFP #14-010-19"** noted on the outside.

Sincerely,

Andre Z. Woods, Buyer
Shelby County Government
Purchasing Department

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Note: Please pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare RFP responses.

Please download all of the additional information and multiple attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the "County") is seeking proposals from interested and qualified agencies and professional individuals to provide core medical and supportive services for People Living with HIV/AIDS (PLWH/A) in the Memphis Transitional Grant Area (TGA), including Shelby, Fayette and Tipton counties in Tennessee; Marshall, DeSoto, Tunica, and Tate counties in North Mississippi; and Crittenden County in East Arkansas (the "Services"). This Request for Proposals ("RFP") is being released to invite interested and qualified agencies to prepare and submit proposals in accordance with instructions provided where the successful candidates will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIRMENT

All Proposers must:

1. Be a qualified nonprofit organization currently chartered by the State in which they operate and exempt from federal tax under Section 501 (c) (3) of the Internal Revenue Code of 1986. Agencies must be governed by a volunteer Board of Directors and provide quality services to persons affected/infected by HIV/AIDS. For-profit service providers may apply if they are able to demonstrate they are the only available provider in a particular service category of quality HIV/AIDS care in the area.
2. Must be governed by a volunteer Board of Directors and provide quality services to persons affected/infected by HIV/AIDS. For-profit service providers may apply if they are able to demonstrate they are the only available provider in a particular service category of quality HIV/AIDS care in the area.
3. Have a functioning accounting system that is operated in accordance with generally accepted accounting principles or an agreement with a designated eligible entity that will maintain such an accounting system and act as the proposer's fiscal agent. ***(Please clearly outline the system being utilized in the application portion of the RFP.)***
4. Have the principal site of operation be within the counties of Shelby, Fayette, and Tipton in Tennessee, counties of DeSoto, Tate, Tunica, and Marshall in Mississippi and Crittenden County in Arkansas.
5. Be Medicaid certified, if providing services which are Medicaid eligible.
6. Have sufficient staff or sub-contractors experienced in performing the Services.
7. Have all appropriate licenses and certifications required by appropriate government agencies to perform the Services and procure all permits, pay all charges, taxes, and fees.
8. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirements / e. Selection Criteria*).

9. Adhere to all Title VI requirements and provide proof/documentation if necessary.
10. Possess the minimum insurance requirements (**MANDATORY**, please review closely).

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an "Equal Opportunity Compliance (EOC)" certification number.

You can access the online applications to receive the numbers indicated above at www.shelbycountytn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Conducting Business with Shelby County". The "Vendor Registration" link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. ***(Applications for a vendor number are accepted online only.)***

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links "Department", "E" for the Equal Opportunity Compliance and "Contract Compliance Program". The "Contract Compliance Packet" link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 501, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

Andre Z. Woods, Buyer
Shelby County Government
160 N. Main St. 9th Floor Suite 900
Memphis, TN 38103

Respondents requesting additional information or clarification are to contact Mr. Andre Z. Woods in writing at andre.woods@shelbycountytn.gov or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED***. ***The deadline for submitting questions will be November 15, 2013 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountytn.gov within 48 hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **December 3, 2013 @ 3:00 p.m. (CST).** Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances will this deadline be extended, regardless of weather conditions, transportation delays, or any other circumstances will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	**Friday, October 18, 2013**
Pre-Proposal Conference	**Friday, November 1, 2013 at 9:30 A.M (CST)**
Questions Due Date	**Friday, November 15, 2013 at 12:00 P.M. (CST)**
Proposal Due Date	**Tuesday, December 3, 2013 at 3:00 P.M. (CST)**
Notification of Award	**January 2014**
Services to Commence	**March 1, 2014**

A pre-proposal conference will be held at 9:30 A.M. on Friday, November 1, 2013, at the Ryan White Program Office located at 1075 Mullins Station Road Room W-278, Memphis, TN 38134. All interested respondents are encouraged to attend this informational meeting. If you plan to attend, please confirm your attendance with your company name, representative's name and contact number to the Shelby County Government Purchasing Department via email attention to Andre Z. Woods at andre.woods@shelbycountytn.gov. A confirmation email will be returned with specific updated information concerning the conference.

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A . Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

H. Locally Owned Small Business (LOSB)

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of $250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not

inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under $15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to $500,000.00;

b. A preference of up to three and one-half percent (3.5%) shall be allowed for contracts up to $750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to $1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed $1,000,000.00.

(x) For construction contracts over $2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

VII. GENERAL REQUIREMENTS

A. Background

The Ryan White Program is Federal legislation that addresses the unmet health needs of persons living with HIV/AIDS (PLWHA) by funding primary health care and support services that enhance access to and retention in care. First enacted by Congress in 1990, it was amended and reauthorized four times - in 1996, 2000, 2006, and 2009. The Ryan White Program reaches over 500,000 individuals each year, making it the Federal Government's largest program specifically for people living with HIV disease. The Ryan White

program is administered at the federal level by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services. HRSA's latest policies and program letters can be found at http://hab.hrsa.gov/manageyourgrant/policiesletters.html.

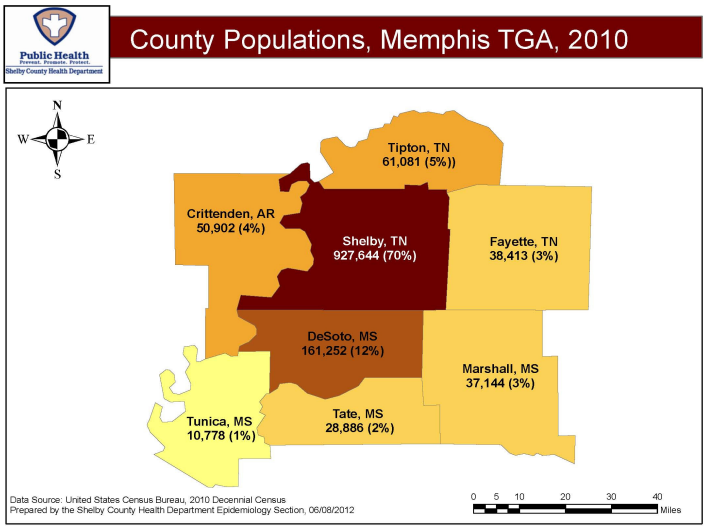
Like many health problems, HIV/AIDS disproportionately impacts people in poverty, racial/ethnic populations, and others who are underserved by healthcare and prevention systems. HIV often leads to poverty due to costly healthcare or an inability to work that is often accompanied by a loss of employer-related health insurance. Ryan White-funded programs are the "payer of last resort." These funding sources only fill gaps in care not covered by other resources. Ryan White clients include people with no other source of healthcare and those with Medicaid or private insurance whose care needs are not being met.

Ryan White services are intended to reduce the use of more costly inpatient care, increase access to care for underserved populations, and improve the quality of life for those affected by the epidemic. The Ryan White Program works toward these goals by funding local and State programs that provide primary medical care and support services; healthcare provider training; and technical assistance to help funded programs address implementation and emerging HIV care issues. The Ryan White Program provides for significant local and State control of HIV/AIDS healthcare planning and service delivery. This has led to many innovative and practical approaches to the delivery of care for PLWHA.

The Memphis Metropolitan Statistical Area (MSA), which mirrors the boundaries of the Transitional Grant Area, is populated by approximately 1.3 million people. The city of Memphis is the urban hub of the region and located on the Mississippi River in Shelby County, Tennessee. The largest proportion of the Memphis TGA population reside in Shelby County (70%), followed by DeSoto County in Mississippi (12%) and Crittenden County in Arkansas (4%). The U.S. Census 2010 estimates 46% of Memphis TGA residents are Non-Hispanic White, 46% are Non-Hispanic Black/African American, and 5% are Hispanic.

A high rate of poverty continues to affect the Memphis TGA. Nineteen percent of the population living below the poverty level in 2010, which is significantly higher than the percentage reported in the nation (11.6%). The rate of poverty is even higher among minority populations; almost 39% and 29% of Hispanics and African Americans are living in poverty, respectively. High poverty rates may be attributed to challenges of lower educational levels, unemployment and low wage service jobs; almost 16% of adults over the age of 25 years do not have a high school diploma. In addition, poor health care coverage affects the TGA population; 23% of adults aged 18 to 64 years do not have health insurance coverage, while 6% of children and adolescents are not covered.

Figure 1 Memphis TGA County Populations, 2010

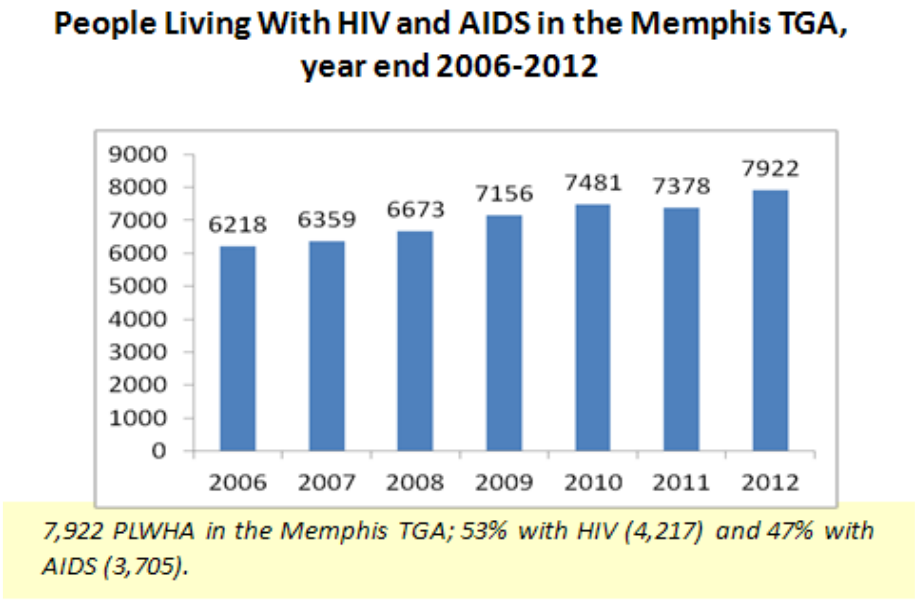


Source: US Census Bureau, 2010 Decennial Census

As treatment options have advanced, HIV has become a manageable chronic disease in the United States. The Centers for Disease Control and Prevention estimates approximately 1.2 million people in the United States are living with HIV infection. Over the past six years, the estimated number of persons living with HIV or AIDS in the Memphis TGA has increased by almost 28% to 7,922 individuals at the end of 2012 (Figure 2). While this number continues to increase each year, challenges persist to retain persons in primary medical care. The level of unmet need has remained relatively constant over the past four years in the Memphis TGA. Furthermore, the percent of "late testers" in the Memphis TGA indicates challenges in identifying those unaware of their HIV-positive status to ensure timely linkage to care before advanced disease.

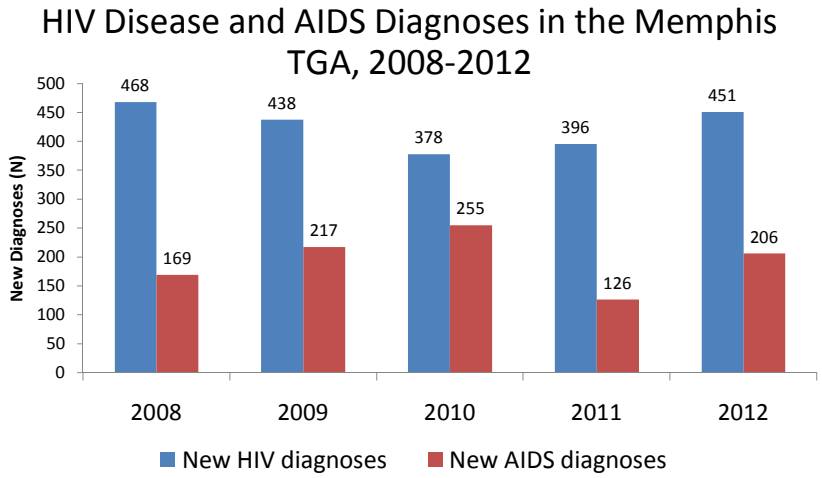
Nationally the number of new infections has remained relatively stable, and newly diagnosed HIV and AIDS cases in the Memphis TGA have been similarly stable during the past five years averaging 426 new HIV diagnoses and 195 new AIDS diagnoses annually. Overall the Memphis TGA HIV incidence rate remains above national figures. According to the Centers for Disease Control and Prevention, the estimated HIV infection rate *(adjusted for those who are unaware of their HIV positive status)* in the Memphis Metropolitan Statistical Area (33.7 per 100,000) was approximately three times greater than the estimated rate in the United States Metropolitan Statistical Areas (10.4 per 100,000) in 2010. Provisional data for the Memphis TGA shows a 13% increase in new HIV disease diagnoses during 2012 from 2011. Among new infections, Non-Hispanic Black individuals remain disproportionately impacted, and males have an infection rate over twice that of females. New infections are spread across all age groups, but young adults aged 20-24 years report the highest rates. Transmission in the Memphis TGA continues to be characterized by heterosexual and male-to-male sexual contact.

Figure 2. Persons Living with HIV/AIDS, Memphis TGA, 2006-2012



Source: Enhanced HIV/AIDS Reporting System (eHARS); TN, MS, AR

Figure 3. Number of New HIV and AIDS Diagnoses in the Memphis TGA, 2008-2012



HIV disease diagnoses and AIDS diagnoses should never be added together. HIV disease diagnoses are based on year of initial disease diagnoses. AIDS diagnoses are based on the year of AIDS diagnosis.

Source: EHARS; data based on preliminary estimates and subject to change.

Source: Enhanced HIV/AIDS Reporting System (eHARS); TN, MS, AR

HIV/AIDS Cases

All 2012 epidemiological data presented in this section are provisional, to be used for planning purposes only, and are not for publication. These data were provided by the Shelby County Health Department, the Tennessee Department of Health, the Mississippi Department of Health and the Arkansas Department of Health; a summary of these data is included as the Memphis TGA Epidemiologic Profile in Attachment #1. Data in this section were also drawn from the 2012 Memphis TGA Ryan White HIV/AIDS Comprehensive Care Needs Assessment (Attachment #2), the 2010 Memphis TGA Ryan White Transportation Needs Assessment (Attachment #3), the 2011 Ryan White Housing Needs Assessment (Attachment #4), 2011 Ryan White Data Reports, locally published studies, the U.S. Census and other sources as referenced.

People Living with HIV (not AIDS): **As of December 31, 2012, a total of 4,217 people were living with HIV (not-AIDS). Men represent 66.7% of people living with HIV, and non-Hispanic Blacks account for the largest racial group (81.9%), followed by Whites (15.2%) and Hispanics (1.9%)**. The majority of persons living with HIV infection are evenly distributed between ages 25-54 years of age; individuals aged 35-44 years account for the largest percentage of living HIV cases (25.5%), followed by persons aged 25-34 years (25.3%), and persons aged 45-54 (24.9%). Male-to-male sexual contact is the most frequently reported risk transmission category (36.7%), followed by heterosexual contact (28.4%) and injection drug use (2.8%); however, a large percentage (28.8%) of people living with HIV (not-AIDS) have no identified or reported risk.

Living AIDS Cases: **As of December 31, 2012, a total of 3,705 people were living with an AIDS diagnosis in the Memphis TGA. The estimated number of persons living with an AIDS diagnosis has increased by approximately 34% since 2007**; this represents a critical need for intensive, more costly health services. Men represent 70.8% of people living with AIDS, and non-Hispanic Blacks account for the largest racial group (81.0%), followed by Whites (15.4%) and Hispanics (2.3%). Persons aged 45+ represent over half (55.5%) of all living AIDS cases, followed by persons aged 35-44 (28.0%) and persons aged 25-34 (15.0%). Similar to living HIV cases, male-to-male sexual contact is the most frequently reported transmission category (43.3%), followed by heterosexual contact (30.5%) and injection drug use (4.8%); however, 18.5% of people living with AIDS in the Memphis TGA had no identified or reported risk.

New AIDS Cases: In 2010, a total of 255 cases were reported, followed by a decrease to 126 cases in 2011 and an increase to 206 cases in 2012; however, 2012 data is still provisional and the number of AIDS cases will likely increase due to reporting and investigation lags. More than two-thirds (65%) of the 2012 cases were male. **Non-Hispanic Blacks overwhelmingly represent the majority of new AIDS cases (86.8%), followed by Whites (9.7%) and Hispanics (2.4%)**. Just over half (50.9%) of new AIDS cases in 2012 were diagnosed among persons between the ages of 35-54 years; approximately 30.5% of cases were diagnosed between 25-34 years, 28.1% between 35-44 years, and 22.8% between 45-54 years. Heterosexual contact represents 30% of new AIDS cases, followed by male-to-male sexual contact (28.1%). Between 2010 and 2012, 10 new AIDS cases were acquired from injection drug use. Notably, 40% of new AIDS cases in 2012 have no reported or identified risk exposure.

Disproportionate Impact

The epidemic continues to disproportionately impact several populations within the Memphis TGA, including Non-Hispanic Black males who have sex with males (MSM), Non-Hispanic Black women of child-bearing age, youth between the ages of 15-24, Hispanics/Latinos, formerly incarcerated PLWHA, and the homeless.

Non-Hispanic Black MSM: **At the end of 2012, male-to-male sexual contact was the most commonly reported risk exposure category (39.9%) among all PLWHA in the Memphis TGA**. Incidence data also indicates MSM risk is a current, main mode of HIV transmission in the Memphis TGA. In Shelby County, Non-Hispanic Blacks accounted for 82.9% (n=374) of all newly diagnosed HIV disease cases, and MSM contact has attributed to 33% (n=64) of these cases (Table 1).

In 2012 almost 60% (n=115) of newly diagnosed Non-Hispanic Black male cases had no identified risk factor reported, which limits our understanding of the major current routes of transmission driving incidence of infection among males. The high percentage of cases for which no transmission category was identified may be due in part to under-reporting of male-to-male sexual activity because of stigma. In addition, unidentified risk exposure may be assigned among heterosexuals if no HIV-infected or high-risk partners could be identified.

Table 1. HIV Disease Cases Diagnosed among Non-Hispanic Black Males by Risk Exposure Category, Shelby County, 2008 - 2012

	2008		2009		2010		2011		2012	
	N	%	N	%	N	%	N	%	N	%
MSM	117	44.3%	108	45.0%	72	33.3%	96	44.0%	64	33.3%
Unidentified Risk	92	34.8%	92	38.3%	116	53.7%	89	40.8%	115	59.9%
MSM & IDU	<5	*	<5	*	<5	*	<5	*	<5	*
Heterosexual Contact	54	20.5%	39	16.3%	28	13.0%	33	15.1%	13	6.8%
IDU	<5	*	<5	*	<5	*	<5	*	<5	*
Perinatal	<5	*	<5	*	<5	*	<5	*	0	0.0%
Total	264	100.0%	240	100.0%	216	100.0%	218	100.0%	192	100.0%

Source: Enhanced HIV/AIDS Reporting System (eHARS); TN

Note: Case counts of less than five have been suppressed for statistical reliability and confidentiality guidelines. Additional cells greater than five may be suppressed to prohibit back-calculation.

Syphilis surveillance data also suggests the presence of risky sexual behaviors among MSM. Both female and male P&S syphilis rates have declined significantly in the Memphis MSA since 2008, although male P&S syphilis rates remain more than 4 times higher in 2011 than the rates reported among females (**Figure 4**). In 2012, the rate of syphilis among people living with HIV and AIDS in Shelby County (1653.6 cases/100,000 population) was 27.5 times higher than the rate of syphilis in the general population of Shelby County (59.9 cases/100,000 population).

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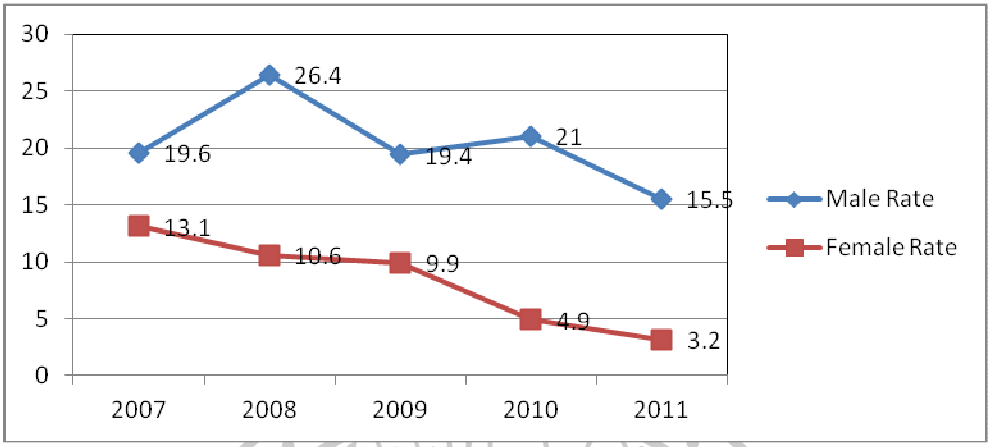
Figure 4. P&S Syphilis Rates by Gender and Male-to-Female Rate Ratios, Memphis MSA, 2006-2010

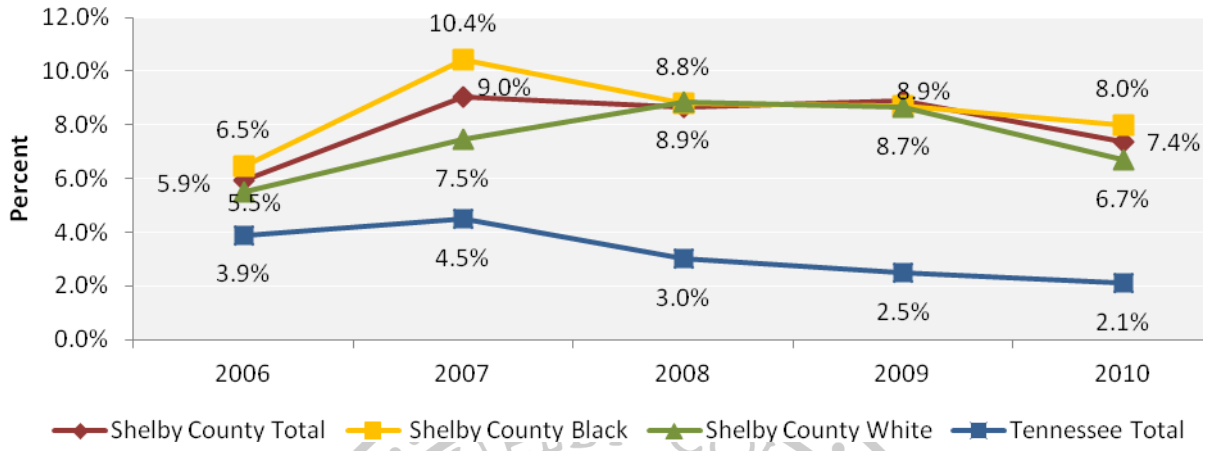


Source: Centers for Disease Control and Prevention. (2012). Sexually Transmitted Disease Surveillance 2011. Atlanta: U.S. Department of Health and Human Services.

Black/African American Women of Child-Bearing Age: **In the Memphis TGA, 88% of all women living with HIV or AIDS are Non-Hispanic Black, and 61% are between the child-bearing ages of 15-44 years**. While the incidence of HIV disease has decreased significantly among women over the past five years, this population is still of particular interest not only to protect the health and well-being of women within the Memphis TGA but also to prevent perinatal transmission. In the years 2008-2011, there were 8 perinatal HIV cases reported in Shelby County, and 6 (75%) of those were born to African American mothers. No perinatal cases were reported in 2012.

Access and adequate utilization of prenatal care is critical to prevent perinatal HIV transmission. Lack of prenatal care is also reflected in congenital syphilis surveillance data. Between 2008 and 2012, 38 congenital syphilis cases were diagnosed among Shelby County infants; 30 (79%) of these births occurred among infants born to Black mothers. **Figure 5** presents the percentage of Shelby County and Tennessee mothers who reported not receiving any prenatal care on the birth certificate. In 2010, 7.4% of Shelby County mothers had no prenatal care. While prenatal care access among Black mothers has improved since 2007, the percentage of Black mothers receiving no prenatal care (8.0%) remains higher than White mothers in Shelby County (6.7%).

Figure 5. Percent of Mothers Who Report Having Received No Prenatal Care, Shelby County & Tennessee 2006-2010



Source: Tennessee Department of Heath, Office of Policy, Planning and Assessment, Division of Health Statistics, Birth Record Data 2001-2010

Youth aged 15-24:. Sexually active adolescents and young adults aged 15 to 24 years of age are at a higher risk for acquiring STIs for a combination of behavioral, biological, and cultural reasons. In 2011, youth between the ages of 15-24 years represented 26% of all new HIV disease infections in the Memphis TGA. While the incidence rate among adolescents and young adults has shown an overall downward trend over the past five years, this change is not statistically significant. Recent surveillance data reports an increase in both age groups between 2010 and 2011.

The Youth Risk Behavioral Survey (YRBS) conducted in Memphis City Schools in 2011 reported that approximately 62% of respondents had ever had sex, 41% were currently sexually active, 25% had four or more sexual partners, and almost 40% did not use a condom at last sexual intercourse; each of these findings were higher than national figures (Table 2). Sixteen percent of respondents to the Memphis YRBS survey reported they had never been taught about HIV/AIDS in school, which is lower than the national figure of 23%.

Table 2. Sexual Health Responses from the Youth Risk Behavior Survey among 9-12th Graders in Memphis and the Nation, 2011

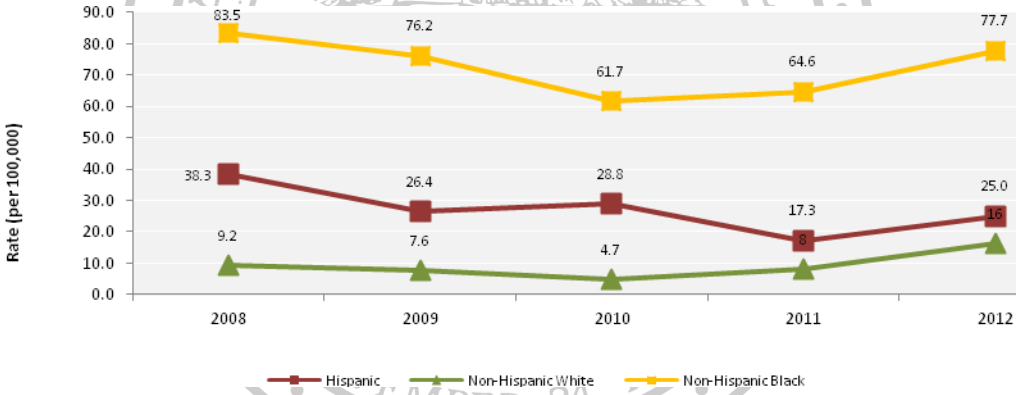
	Memphis	Nation
Ever had sex	62.2%	47.4%
Currently sexually active	41.4%	33.7%
4+ sexual partners	25.3%	15.3%
Did not use a condom at last sexual intercourse	39.8%	27.9%
Never taught about HIV/AIDS in school	16.0%	22.8%

Source: Centers for Disease Control and Prevention, Youth Risk Behavior Survey

In Shelby County, a total of 1,802 infants (12.8% of all births) were born to females aged 15–19 years, for a live birth rate of 50.6 per 1,000 women during 2011. This is a record low since 2006 for Shelby County teens (**Figure 1-6**). The decline among black teen birth rates during this same time period has been dramatic. Despite these declines, substantial disparities persist in teen birth rates. Black adolescents aged 15-19 years have a teen birth rate 1.8 times higher than the teen birth rate among white adolescents.

Hispanics: In 2012, Hispanics accounted 2.1% (n=166) of all PLWHA in the Memphis TGA. **While this is a relatively small number, the rate of incident HIV disease cases among Hispanics in Shelby County was almost seven times that of Non-Hispanic Whites in 2010 (Figure 1-7**). Since 2008, the rate of HIV disease has decreased but still remains above Non-Hispanic Whites. Additionally, HIV testing data from publicly funded test sites reports that Hispanics are underrepresented among those receiving testing. Of the 49,376 tests conducted at publicly funded test sites in Shelby County during 2012, 730 (1.4%) were administered among the Hispanic population, while Hispanics represent approximately 6% of the Memphis TGA population.

Figure 7. HIV Disease Incidence Rates by Race/Ethnicity, Memphis TGA, 2008-2012



Source: Enhanced HIV/AIDS Reporting System (eHARS); TN, MS, AR

Incarcerated PLWHA: According to the U. S. Department of Justice, Shelby County is the 10th largest local jail jurisdiction in the country based upon the average daily population of inmates held in local, state and federal correctional institutions. The Shelby County jail logged a total of 55,415 bookings in 2010. The daily average population was 2,699 inmates, of which 86% were male. With a CDC Expanded Testing Initiative in Shelby County Jails, rapid HIV testing is offered to all inmates at the time of intake. **In 2010, 17,106 inmates accepted HIV testing at intake and 309 (1.8%) had a positive test.** Many of these tests represent duplicate positives, as the jail system is a "revolving door" for repeat offenders; eight-seven percent of all inmates had prior incarcerations in 2011. Of the 309 positive tests, 43 persons represented new infections.

Between 2007-2012, 255 newly diagnosed HIV infections have been identified in the Shelby County jail system. Incarcerated individuals have a significant impact on the HIV/AIDS service delivery system for several reasons. Inmates often give false names and incorrect contact information to law enforcement in an effort to make it difficult to find them after release. Locating and providing care to inmates when they are released from jail poses a significant challenge for the Ryan White system. Released former inmates need to be linked to care in order to ensure their future health as well as to prevent HIV transmission. Many transitioning inmates need intensive early intervention services (EIS) and medical case management (MCM) to be successfully linked to care and remain engaged in medical care.

Homeless: Due to higher rates of drug use and sexual risk behaviors, homeless persons are at an increased risk for HIV infection compared to the general population. The Centers for Disease Control and Prevention (CDC) recommends HIV testing as a routine part of care; in recognition of these guidelines and the high rate of HIV and reported risk behaviors, homeless persons represent a population for whom HIV testing should be targeted to identify those individuals unaware of their HIV positive status.

In a convenience-based sample survey conducted among homeless and transitionally housed adults in Shelby County, sexual risk behaviors and HIV testing practices were documented. Of the 110 participants surveyed, 81 (73.6%) had had ever been tested for HIV. Of the 81 participants ever tested, only 32 (39.5%) had been tested for HIV within the past 12 months at the time of the survey. The Health Resources and Services Administration defines an individual as unaware of their HIV status if they have not been tested within the past 12 months. In applying this definition, approximately 71% (n=78) of the sample responding to the convenience based survey did not fit HRSA's definition as being aware of their HIV status, as they had not been tested in the past 12 months or had never been tested.

Sexual behaviors were also documented (Table 3). Among all participants, almost 51% reported not using a condom during sex in the past 12 months. Approximately 45% had sex while during or high on drugs, 24% had sex with someone they didn't know and 15% had five or more sex partners. A smaller number of individuals reported using needles to inject drugs (n=8) and sex with an IV drug user (n=7).

Table 3. Sexual and Drug Use Behaviors among Homeless and Transitionally Housed Adults Participating in an HIV Outreach Survey, Shelby County, 2011

In the past 12 months, have you...	N	%
Sex without a condom	56	50.9%
Sex while drunk or high on drugs	49	44.5%
Sex with someone didn't know	26	23.6%
Five or more sex partners	16	14.5%
Used needles to inject drugs	8	7.3%
Sex with an IV drug user	7	6.4%
Diagnosed with STD	<5	*
Sex with MSM	<5	*
Sex with HIV+ person	<5	*
Traded sex for drugs or money	<5	*
Total respondents	**110**	**100.0%**

Source: The University of Memphis School of Public Health, Shelby County Health Department Epidemiology Section.

PLWHA Underrepresented in the Ryan White HIV/AIDS System of Care

Ryan White Part A funding plays an important role in reducing disparities among access to care. To determine the distribution of PLWHA in care in the Ryan White medical system in the Memphis TGA, the Grantee's Office reviewed 2012 Ryan White Data Reports from the medical service providers. The data from the 2012 RDRs indicate more than 55% (n=4,394) of PLWHA in the TGA receive core or supportive services from a Ryan White funded service provider, and approximately 21% (n=1,661) of PLWHA receive outpatient/ambulatory medical care from a Ryan White Part A funded medical provider.

To assess the populations underrepresented in the Ryan White Part A Program HIV/AIDS system of primary medical care, the demographics and characteristics of those PLWHA in the Memphis TGA are compared to clients receiving outpatient medical care from the Ryan White Part A Program in **Table 4**. Females are slightly underrepresented in the Ryan White Part A System of medical care; however, this is likely attributable to Ryan White Part C and D programs funding outpatient care for women in the Memphis TGA. Minority populations, including Non-Hispanic Blacks and Hispanics, are slightly overrepresented in the Part A system of care, while Non-Hispanic Whites are underrepresented when compared to the total TGA PLWHA population; however this is likely due to higher rates of poverty and poor insurance coverage among minority populations. Unmet need estimates report that approximately 17% of all out of care PLWHA are Non-Hispanic White, which is similar to the total TGA Non-Hispanic White population (15.3%). Individuals in the Part A system of care are distributed across all age groups, similar to the PLWHA TGA population. Approximately 44% of Part A clients are MSM, as compared to 40% of all PLWHA. Heterosexuals are overrepresented among Part A clients (59%) as compared to the PLWHA TGA population, but a large percentage of the PLWHA have no determined risk. IDU may be slightly underrepresented in the Part A client population, where 3.9% report IDU or MSM&IDU, as compared to 5.5% in the PLWHA TGA population.

Table 4. Characteristics of Ryan White Part A Clients Receiving Outpatient Medical Care and PLWHA in the Memphis TGA, 2012

	Part A Clients Receiving Outpatient Medical Care		PLWHA, Memphis TGA	
	N	%	N	%
Total	1,661	100%	7,922	100%
Gender				
Male	1,210	72.8%	5,435	68.6%
Female	445	26.8%	2,487	31.4%
Transgender	6	0.4%	…	…
Race/Ethnicity				

Non-Hispanic Black	1,422	85.6%	6,453	81.5%
Non-Hispanic White	152	9.2%	1,211	15.3%
Hispanic	62	3.7%	166	2.1%
Other Race	25	1.5%	88	1.1%
Age				
15-24	128	7.7%	429	5.4%
25-34	501	30.2%	1,624	20.5%
35-44	446	26.9%	2,111	26.7%
45-54	401	24.1%	2,364	29.8%
55+	184	11.1%	1,352	17.1%
Risk Exposure Category				
MSM	725	43.6%	3,158	39.9%
IDU	47	2.8%	297	3.8%
MSM&IDU	18	1.1%	138	1.7%
Heterosexual	976	58.8%	2,328	29.4%
Blood Products	29	1.7%	35	0.4%
Perinatal	11	0.7%	69	0.9%

Source: 2012 Ryan White Data Reports: Memphis TGA Ryan White Part A Program; Enhanced HIV/AIDS Reporting System (eHARS): TN, MS, AR

Estimated Level of Service Gaps among PLWHA

Over the past three years, three consecutive needs assessments have been conducted for the Memphis TGA to assess service gaps among PLWHA. The Core Medical and Supportive Service Needs Assessment was conducted in 2012, while a Housing Needs Assessment was completed in 2011 and a Transportation Needs Assessment in 2010. A summary of key data related to identified service gaps is highlighted below:

Outpatient Ambulatory Care: The continued need for outpatient medical care is reflected in the 2012 Comprehensive Needs Assessment, as well as service utilization data. Utilization of Part A outpatient medical care services has increased by 66% over the past three years. Focus groups conducted with Ryan White consumers for the 2012 Needs Assessment cite primary HIV care as the most important service received in the past year.

Estimates of unmet need indicate significant gaps in primary HIV care for persons living with HIV disease in the Memphis TGA, as an estimated 43% of all persons are out of care. Additionally, estimates of retention indicate that clients are not seeking frequent and continual care. Among Part A clients who received a medical visit in the first six months of the measurement year (2/1/2011-1/31/2012), 20% did not have a second visit in the last six months of the measurement year. As reported in the 2012 Needs Assessment, surveys conducted with out-of-care clients indicate that 30% of clients left care due to incarceration, 28% dropped out of care due to stigma and 24% did not seek care because they did not feel sick.

Early Intervention Services (EIS): Early Intervention Services provide the foundation for connecting newly diagnosed clients, out-of-care clients, and those unaware of their HIV-positive status in the Memphis TGA. The EIS service category has shown the largest increase in service utilization among core medical services. Since 2009, 343 Part A clients received early intervention services; in 2011, this number has risen to 2,482 unduplicated clients.

Medical Case Management: In addition to the coordination of medical care and treatment adherence, Ryan White funded medical case managers have the responsibility for Part A and state ADAP client eligibility certification. Medical Case Management is also a key component of engaging and retaining PLWHA in medical care within the Memphis TGA. Medical Case Managers at various sites throughout the TGA enroll eligible clients into services offered by Ryan White Parts A, B, C and D through a collaborative cross-parts eligibility process to ensure that clients have access to a wide array of services offered within the TGA.

Focus groups from the 2012 Comprehensive Needs Assessment reported that clients often encounter confusion about where and how to get services; medical case management services address barriers with access to and utilization of core medical and supportive services. Service provider survey results from the 2012 Needs Assessment also found that providers reported barriers around staffing, specifically stating that there are not enough medical case managers to effectively serve their clients. Furthermore, focus groups indicated that consumers would like to spend additional time with medical providers for health education, specifically around how to monitor disease progression. Approximately 38% of all Part A consumers in the Memphis TGA do not have a suppressed viral load, while the consumer survey from the 2012 needs assessment reported that 21% of participants did not take all of their HAART medication within the past seven days at the time of the survey.

Dental/Oral Health Care Services: Among the consumer survey respondents to the 2012 Comprehensive Needs Assessment, dental/oral health was ranked the highest unmet need among core medical services. While 69% of respondents cited they utilized the service, 27% reported they needed but were not receiving the service. This service had the largest reductions in percent of unmet need compared to the 2009 assessment (42% to 27%); this finding is verified by the 90% increase in oral health service utilization among Ryan White Part A clients between 2009 and 2011. Furthermore, focus group results cited oral health as one of the top three most important services received in the past year.

Prescription Drug Assistance: Among the consumer survey respondents to the 2012 Comprehensive Needs Assessment, 82% of respondents reported needing and receiving this service, while 6% reported they needed but were not receiving prescription drug assistance. Focus group results also revealed anti-retroviral medication as one of the top three most important services received in the past year. In FY 2012, funds were allocated into the local ADAP service category to bridge any gaps clients' may experience in accessing or utilizing Part B programs.

Mental Health Services: The 2012 Comprehensive Needs Assessment reported that 40% of respondents needed and received mental health services, while 10% needed but were not receiving this service. Additionally, the out-of-care client surveys reported that 4% of clients reported dropping out of care because of substance use, and 6% reported needing substance abuse treatment to return to care.

Substance Abuse Treatment: The 2012 Comprehensive Needs Assessment reported that 9% of respondents needed and received alcohol and drug outpatient treatment, while 6% needed but were not receiving this service. Additionally, the out-of-care client surveys reported that 12% of clients reported dropping out of care because of substance use, and 9% reported needing substance abuse treatment to return to care.

Food Pantry: Food Bank has always been one of the most highly utilized services of the Part A Program. The 2012 Comprehensive Needs Assessment found that 69% of respondents needed and received food pantry, while 15% reported they needed but did not receive this service. The high levels of need and utilization may be a result of the high levels of poverty that exist within the TGA, making it increasingly difficult for individuals to access basic necessities. Utilization of food bank services has increased by 26% between 2009 and 2011.

Transportation to Medical Care: The 2010 Transportation Needs Assessment indicated that additional transportation services are needed, particularly in rural areas. Transportation services provided through Medicaid programs are not always reliable, and consumers expressed concerns about confidentiality. The needs assessment report recommends making different forms of transportation services available, such as bus passes, gas cards, cab vouchers, as well as paying for parking fees. In response to this need, the Planning Council has continued to allocate funds to this service category, and the Grantee's office has revised the guidance for medical transportation service providers to include all forms of transportation; however, the Grantee request to the HRSA Project Officer to use transportation funds for parking fees was denied.

The 2012 Comprehensive Needs Assessment indicated that 14% of respondents needed but were not receiving transportation services, which was relatively unchanged to the results reported in the 2009 Comprehensive Needs Assessment (14%). Results from the out-of-care client surveys indicated that 16% of respondents left care because of barriers in accessing and maintaining housing, and 30% cited they needed housing services as an action to return to care.

Utility Assistance: The 2012 Comprehensive Needs Assessment reported that 32% of respondents needed but were not receiving utility services. Funding allocation for utility assistance during FY 2011 was insufficient to meet need, so allocation of additional funding was approved by the Planning Council in FY 2012. There is currently a $1,000 annual funding cap per consumer, which is often not adequate to meet consumer needs, but allows for more people to receive more assistance from the service. Utilization of emergency financial assistance among Part A clients has increased from 97 individuals in 2009 to 128 in 2012.

Emergency Housing Services: The 2011 Housing Needs Assessment reported low/no income and bad credit as the most common barrier to accessing or maintaining stable housing among Ryan White clients; those who reported an income of $0-300 per month were almost 3 times more likely to experience unstable

housing than those who earned more than $900 per month. Many clients cited housing waitlists as a barrier to accessing housing services; 30% of clients' reported that they had been on a housing waitlist at least once in the last 12 months. In addition, almost 40% of respondents who had access to a case manager or social worker had not been updated on housing options in the past 12 months. The needs assessment report recommended utilizing Ryan White housing funding to support transitional services for PLWHA, while working with other housing programs to assist clients in obtaining assistance with permanent housing. During FY12, funding was allocated by the Planning Council for housing services, and seven clients were provided housing services; however, the amount of funding available is inadequate to meet the current need for these services.

The 2012 Comprehensive Needs Assessment indicated that 32% of respondents needed but were not receiving housing services, which was relatively unchanged to the results reported in the 2009 Comprehensive Needs Assessment (30%). Results from the out-of-care client surveys indicated that 12% of respondents left care because of barriers in accessing and maintaining housing, and 19% cited they needed housing services as an action to return to care.

Unmet Need in the Memphis TGA

It is estimated that 34% of all persons living with a diagnosis of HIV or AIDS are not currently receiving primary medical care in the Memphis TGA. Disease status for PLWHA enrolled in Tennessee, Mississippi and Arkansas Medicaid programs is not available, so a stratified breakdown in the total percentage of persons with HIV disease (not AIDS) or AIDS who are out-of-care is only available for data collected from other sources, as discussed below. When excluding those PLWHA who receive services from Medicaid, it is estimated that in 2012 17% of persons living with AIDS and 67% of persons living with HIV disease are out of care.

In the Memphis TGA, there are a significant number of individuals who are aware of their HIV-positive status but are not receiving HIV-related primary health care. Unmet Need for HIV primary medical care in the Memphis TGA is defined as no evidence of any of the following three components during calendar year in 2012: 1) Viral load testing; or 2) CD4 count; or 3) Provision of antiretroviral therapy (ARV).

The Epidemiology Section at the Shelby County Health Department was consulted to collect and analyze data for the unmet need framework, which includes data sources containing the three components listed above to describe the percentage of PLWHA who are not receiving HIV primary medical care. Tennessee Department of Health policy requires laboratories to report all tests indicative of HIV infection, and any CD4 and viral load labs reported to the health department are documented. Similar practices are followed in Arkansas and Mississippi. Among the Part A Ryan White client population, all CD4 and viral load labs are documented in CAREWare, the electronic medical record system maintained by the Memphis TGA Program. In addition, all persons receiving services from the AIDS Drug Assistance Program (ADAP) or the Insurance Assistance Program (IAP) are included in the framework. These data sources are matched using identifiable information (last name, first name, date of birth) with the state surveillance registry to classify individuals as "in care" or "out of care."

Additionally, persons receiving care through state Medicaid may not be included in the framework data sources listed above. To account for this, the total number of PLWHA submitting pharmacy claims for antiretroviral therapy to Arkansas, Mississippi and Tennessee Medicaid programs are subtracted from the framework. Since identifiable data was not available to directly match to the state surveillance registry, this method likely contributes to duplication and possibly over-estimates the number of persons in care. On January 1, 2012, the Tennessee Department of Health revised reporting policies to mandate reporting for all CD4 and viral load labs. This policy change expanded the unmet need framework data to include individuals covered under private insurance sources to provide a more accurate estimate of persons in care from calendar year 2012 forward and likely contributed to a dramatic decrease in unmet need estimated for the number of people living with AIDS in the Memphis TGA in 2012.

Table 5 outlines the percent of unmet need among PLWHA for calendar years 2009-2012. As previously stated, disease status for PLWHA enrolled in Tennessee, Mississippi and Arkansas Medicaid programs is not available, so a stratified breakdown in the total percentage of persons with HIV disease (not AIDS) or AIDS who are out-of-care is only available for data collected from other sources. When including PLWHA who have submitted pharmacy claims for ARVs to state Medicaid programs, it is estimated that 34% of all persons living with a diagnosis of HIV or AIDS are not currently receiving primary medical care in the Memphis TGA. While this percentage has remained stable between 41-44% over the past three years, this year reflects the first year in which mandatory reporting policies were implemented in Tennessee for all CD4 and viral loads.

The data indicates that there are some differences in the level of unmet need between those living with HIV (not AIDS) and those living with AIDS. When excluding those PLWHA who received pharmacy services from Medicaid, it is estimated that 17% of persons living with AIDS and 67% of persons living with HIV disease are out-of-care. The percentage of unmet need among PLWH has remained relatively stable between 62-67% over the past four years; this is likely attributable to the consistency in data sources. The percentage of out of care PLWA has decreased significantly in 2012; this may be in part due to improved documentation in eHARS as a result of CD4 counts and viral load tests becoming specifically reportable in 2012. The number of deaths documented among PLWHA in eHARS has decreased substantially over the past three years; matching of the vital records will take place at the state health department, but the Shelby County Health Department Epidemiology staff has implemented a process to transfer copies of all death records with a cause of HIV to the infectious disease surveillance registry to immediately update vital status. The relatively stable level of unmet need among PLWHA indicates ongoing challenges with early identification of individuals unaware of their status and retention in primary care.

Table 5. Unmet Need in the Memphis TGA, 2009-2012

	2009	2010	2011	2012
PLWHA	7,156	7,418	7,856	7,922
PLWH	3,965	4,063	4,085	4,217
PLWA	3,191	3,418	3,771	3,705
"Unmet Need" among PLWHA				
PLWHA	3,717	4,057	4,407	4,150
PLWH	2,482 (**63%**)	2,520 (**62%**)	2,624 (**64%**)	2,818 (**67%**)
PLWA	1,235 (**39%**)	1,537 (**45%**)	1,783 (**47%**)	632 (**17%**)
Medicaid Clients				
N	764	938	989	700
Estimation of Unmet Need among PLWHA *(subtracting Medicaid clients)*				
PLWHA	2,953 (**41%**)	3,056 (**41%**)	3,414 (**43%**)	2,750 (**34%**)

**Percentage of Unmet Need among PLWHA includes those enrolled in MS, AR, TN Medicaid programs with pharmacy benefits in 2012.*

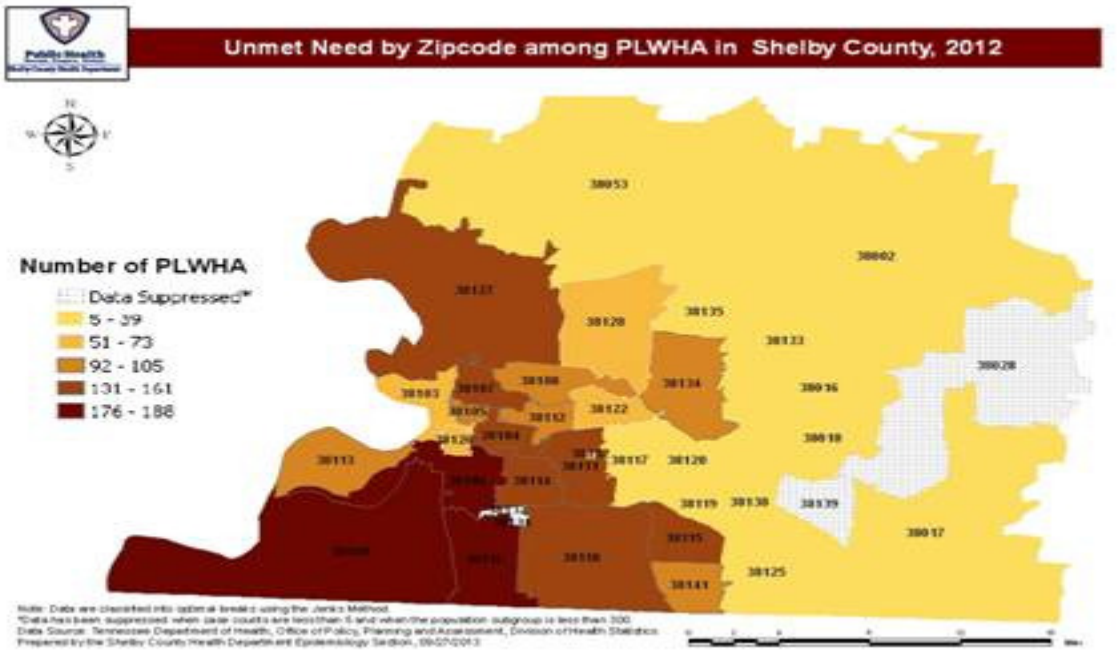
Table 6 presents the number and percent of PLWHA out-of-care by county. While the Memphis TGA Tennessee counties (Shelby, Fayette, Tipton) accounts for the highest number of PLWHA who are not receiving primary medical care, the Northern Mississippi counties have the highest percentage of unmet need. Among the 3,082 individuals estimated to be out of care in Shelby County, the largest numbers of persons are documented to be currently living in the North Memphis, Whitehaven, and Westwood areas of Memphis (Figure 8).

Table 6. Estimated Percentage of Unmet Need by County, Memphis TGA, 2012

	PLWHA	Estimated PLWHA Out of Care	
	N	N	%
Shelby, Fayette and Tipton (TN)	7199	3153	44%
Crittenden County (AR)	198	119	60%
DeSoto, Tunica, Tate, Marshall (MS)	525	178	34%

Source: Tennessee Department of Health, Mississippi State Department of Health, Arkansas Department of Health; (eHARS, ADAP/IAP); Ryan White Memphis TGA Part A Program (CAREWare); Bureau of TennCare; MS Medicaid; AR Medicaid

Figure 8. Unmet Need by Zip Code Among PLWHA in Shelby County 2012



Source: Tennessee Department of Health; (eHARS, ADAP/IAP); Ryan White Memphis TGA Part A Program (CAREWare)

Early Identification of Individuals with HIV/AIDS (EIIHA)

The Early Identification of Individuals living with HIV/AIDS (EIIHA) is a legislative requirement that focuses on individuals who are unaware of their HIV status and how best to bring HIV positive individuals into care, and refer HIV negative individuals into services that are going to keep them HIV negative. The Memphis TGA EIIHA Plan was first developed in 2010, shortly after HRSA introduced new requirements for Ryan White Part A programs regarding the early identification of individuals living with HIV/AIDS. The plan was developed based on epidemiological data, unmet need data and built on outreach and early intervention efforts already being implemented within the TGA at the time. The strategy of the Memphis TGA to identify individuals with HIV who are unaware of their status reflects the findings of local needs assessments and the National HIV/AIDS strategy which recognizes that there are too many people living with HIV who are not aware of their status, that current publicly-funded HIV testing is insufficient to meet the need for testing, and that public perception that HIV is no longer a problem has resulted in a decreased sense of urgency about HIV. The strategy developed by the Memphis TGA incorporates many of the recommendations of the National HIV/AIDS strategy to better coordinate prevention and care programs and services, to educate and inform people about the threat of HIV, and to reduce stigma and discrimination against

people living with HIV. The specific goals that the Memphis TGA intends to achieve with this strategy include:

1. To promote awareness about the importance of early detection and treatment for HIV.
2. To promote awareness about available HIV testing services.
3. To increase access to and utilization of existing HIV testing services.
4. To expand the availability of HIV testing services to underserved geographic areas and target populations.

Using the estimated back calculation methodology, a total of 2,099 HIV positive unaware individuals were estimated to be living in the Memphis TGA as of December 31, 2011. As there have not been significant changes in the Memphis TGA epidemiological data for the past three years, each of the target groups of the FY14 EIIHA Plan continue to be consistent with those from the previous years. These high risk target groups include African American MSM, Youth MSM, Incarcerated, African American Men, African American Women of Childbearing Age (15-44), Youth age 20-24 and Hispanic Men.

The Memphis TGA Continuum of Care

As part of the development of the 2012 Memphis TGA Comprehensive Plan **(Attachment #5)**, the Memphis TGA has developed an ideal continuum of care on which all plans for services for the 2013-2014grant year are based. The ideal continuum of care focuses on increasing access to the Ryan White system and more defined coordination between HIV prevention and care services within the TGA. The continuum seeks to link eligible PLWHA with Early Intervention Services and/or Medical Case Managers who are able to assist clients in linking to and engaging in the Ryan White system of care. Within the continuum of care, core medical and support service providers work together to provide clients with linkage to services that meet identified needs. The goal of the continuum of care for the Memphis TGA is to decrease the number of individuals who are living with HIV who are unaware of their status, decrease the unmet need of PLWH/A, and to increase the number of in-care PLWH/A who are achieving positive medical outcomes.

Ryan White and the Affordable Care Act

Under the Affordable Care Act, beginning January 1, 2014, options for health care coverage for PLWH will be expanded through new private insurance coverage options available through Health Insurance Marketplaces (also referred to as Exchanges) and the expansion of Medicaid in States that choose to expand. Additionally, health insurers will be prohibited from denying coverage because of a pre-existing condition, including HIV/AIDS. An overview of these health care coverage options may be reviewed at http://hab.hrsa.gov/affordablecareact/keyprovisions.pdf.

By statute, Ryan White funds may not be used "for any item or service to the extent that payment has been made, or can reasonably be expected to be made…" by another payment source. This means Ryan White providers must assure that funded providers make reasonable efforts to secure non-Ryan White funds whenever possible for services to individual clients. Ryan White providers are expected to vigorously pursue enrollment into health care coverage for which their clients may be eligible to extend finite Ryan White grant resources to new clients and/or needed services. Ryan White providers must also assure that

individual clients are enrolled in health care coverage whenever possible or applicable, and informed about the consequences for not enrolling.

B. Scope of Contract

The County wishes to establish contractual relationships with designated Contractor(s) selected to administer the programs and the best-qualified Agencies selected through a competitive process that will work in a manner that is cost-effective and practical. All Agencies must be prepared to begin immediately upon receipt of a Notice to Proceed. The selected Agencies will be expected to meet with appropriate Ryan White Program staff within one week of receipt of the Notice to Proceed.

C. Project Time Frame

The initial term of the contract will begin March 1, 2014 and continue through February 28, 2015 with the option to renew for three (3) additional one (1) year periods beginning March through February, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The provider must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the County.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP. The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the Accounts.

E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in Section XII of this document. The Application Instructions can be found in **Attachment #6**. Each bidder should clearly identify the qualifications of its company and the names and qualifications of each individual who will work on this project in response to this RFP.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

F. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE

To select the best-qualified Agencies and award County-approved contracts for professional services, to perform the Services and to satisfactorily complete all activities associated with the Services.

The purpose of Ryan White Part A and Minority AIDS Initiative (MAI) grants are to provide funding for core medical and support services for eligible People Living with HIV/AIDS (PLWH/A), and to evaluate and address the disproportionate impact of HIV and AIDS on women and minorities, including African Americans, Alaska Natives, Latinos, American Indians, Asian Americans, Native Hawaiians, and Pacific Islanders. Shelby County Government is soliciting written proposals, on a competitive basis from qualified agencies or professionals, to provide one or more of the funded services.

A. Service Requirements

1. The Proposer's activities must address the identified needs of people infected/affected by HIV/AIDS contained herein under Section IX. ***Applications requesting funding for programs that do not address the designated funding priorities will not be reviewed.***

2. The Proposer must demonstrate that the Proposer has sufficient knowledge and/or experience in provision of services to PLWH/A to carry out the proposed project. This includes knowledge of and experience with HIV/AIDS related services as well as other necessary experience and knowledge to carry out the specific activities that are proposed.

3. Proposers may apply for funding for more than one service category; the Proposal should clearly identify how funding for multiple services allows for improved or expanded capacity to serve their prospective clients.

4. The Proposer must demonstrate sound financial and program management, provide effective programs, have an evaluation component in place for the program and the agency, and have implemented a quality management or continuous quality improvement program. Agencies without an existing program must provide a detailed description of their plan to implement such a program within the first quarter of the funding period.

5. In accordance with state law, the proposer shall not discriminate in their employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or handicap.

6. The proposer may be a primarily religious organization if that entity agrees to provide eligible activities free from religious influence. No funds will be awarded to a primarily religious organization to acquire or construct a facility.

7. The Ryan White Program is a payer of last resort. Where applicable to services provided, the Proposer is required to provide evidence for fiscal audits that the Proposer has billed all available third-party payers, including Medicaid.

B. Definition of Service Categories:

The following are service categories, as defined by HRSA, which have been prioritized by the Memphis TGA Ryan White Planning Council for FY 2013:

1. <u>CORE SERVICES</u>

- ***Outpatient/ambulatory medical care*** includes the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not outpatient settings. Services includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). *Primary medical care* for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

- ***AIDS Drug Assistance Program*** is a state administered program authorized under Part B of the Ryan White Program that provides FDA-approved medications to low income

individuals with HIV disease who have limited or not coverage from private insurance, Medicaid, or Medicare.

- ***Medical case management services (including treatment adherence)*** are a range of client-centered services that link clients with health care, psychosocial, and other services. **The coordination and follow-up of medical treatments is a key component of medical case management.** These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. **Beginning in 2014, it is expected that Medical Case Managers will play a key role in assisting clients with enrollment into health care coverage for which their clients may be eligible.** This includes all types of case management including face-to-face, phone contact, and any other forms of communication. **NOTE: Medical case management services are more complex than community case management services and require on-going, coordinated case management processes. Individuals providing medical case management are expected to have specialized training in medical case management models, and to have appropriate educational and professional qualifications required to conduct this advanced case management service.**

- ***Early intervention services (EIS)*** includes counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, tests to diagnose to extent of immune deficiency, tests to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures. **NOTE: Funding for this service category is to be used to develop activities related to working with the unaware, newly diagnosed HIV positive, and out of care populations and liking them to care. Beginning in 2014, it is expected that EIS staff will play a role in assisting clients with enrollment into health care coverage for which their clients may be eligible.**

- ***Oral health care*** includes diagnostic, preventive, and therapeutic services provided by general dental practitioners, dental specialists, dental hygienists and auxiliaries and other trained primary care providers. **NOTE: There is a $1,000 cap per client per funding year, with an additional $500 available per client per funding year for emergency oral health care for this service category.**

- ***AIDS pharmaceutical assistance (local) /dispense pharmaceuticals*** includes local pharmacy assistance programs.

- ***Health Insurance Premium and Cost Sharing Assistance*** is the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles.

- ***Mental health services*** are psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, conducted in a group or individual setting, and provided by a mental health professional licensed or authorized within the State to render such services. This typically includes psychiatrists, psychologists, licensed professional counselors, and licensed clinical social workers

- ***Medical nutrition therapy*** is provided by a licensed registered dietitian outside of a primary care visit and includes the provision of nutritional supplements. Medical nutrition therapy provided by someone other than a licensed/registered dietitian should be recorded under psychosocial support services.

- ***Substance abuse services - outpatient*** is the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting, rendered by a physician or under the supervision of a physician, by other LADAC qualified personnel.

- ***Home and community-based health services*** includes skilled health services furnished to the individual in the individual's home, based on a written plan of care established by a case management team that includes appropriate health care professionals. Services include: durable medical equipment; home health aide services and personal care services in the home; day treatment or other partial hospitalization services; home intravenous and aerosolized drug therapy (including prescription drugs administered as part of such therapy); routine diagnostics testing administered in the home; and appropriate mental health, developmental, and rehabilitation services. **NOTE: Inpatient hospital services, nursing homes, and other long-term care facilities are NOT included as home and community-based health services.**

- ***Home Health Care*** includes the provision of services in the home by licensed health care workers such as nurse and the administration of intravenous and aerosolized treatment, parenteral feeding, diagnostic testing, and other medical therapies.

- ***Hospice services*** include room, board, nursing care, counseling, physician services, and palliative therapeutics provided to clients in the terminal stages of illness in a residential setting, including a non-acute-care section of a hospital that has been designated and staffed to provide hospice services for terminal clients.

2. SUPPORT SERVICES

- ***Medical transportation services*** include conveyance services provided, directly or through voucher, to a client so that he or she may access health care and related support services. **NOTE: Transportation services may also be provided in the form of bus passes and gas cards. Respondents are strongly encouraged to incorporate recommendations of the HIV/AIDS Transportation Needs Assessment Special Study Report provided in Attachment #3.**

- ***Food bank/home-delivered meals*** include the provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. This includes vouchers to purchase food.

- ***Case management (non-medical***) includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does. **Beginning in 2014, it is expected that Medical Case Managers will play a key role in assisting clients with enrollment into health care coverage for which their clients may be eligible.**

- ***Emergency financial assistance*** is the provision of short-term payments to agencies or establishment of voucher programs to assist with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication when other resources are not available. **NOTE: There is a $500.00 cap per client per funding year for this service category.**

- ***Psychosocial support services*** are the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups, pastoral care, caregiver support, and bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.

- ***Housing services*** are the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services. **NOTE: There is a 24 month individual lifetime cap for this service. Respondents are strongly encouraged to incorporate recommendations of the Memphis TGA Ryan White Housing Needs Assessment Report provided in Attachment # 4.**

- ***Health education/risk reduction*** is the provision of services that educate clients with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes the provision of information; including information dissemination about medical and psychosocial support services and counseling to help clients with HIV improve their health status.

- ***Outreach services*** are programs that have as their principal purpose identification of people with unknown HIV disease or those who know their status (i.e., case finding) so that they may become aware of, and may be enrolled in, care and treatment services. Outreach services do not include HIV counseling and testing or HIV prevention education. These services may target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.

- *Child Care Services* is the provision of care for the children of clients who are HIV-positive while the client attends medical or other appointments or Ryan White Program-related meetings, groups, or trainings. **NOTE: This does not include child care while the client is at work.**

- ***Treatment adherence counseling*** is the provision of counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments by non-medical personnel outside of the medical case management and clinical setting.

- ***Legal services*** are the provision of services to individuals with respect to powers of attorney, do-not-resuscitate orders and interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the Ryan White Program. It does not include any legal services that arrange for guardianship or adoption of children after the death of their normal caregiver.

- ***Substance abuse services – residential*** is the provision of treatment to address substance abuse problems (including alcohol and/or legal and illegal drugs) in a residential health service setting (short-term).

- ***Linguistics services*** include the provision of interpretation and translation services. **NOTE: Respondents that do not have Spanish-speaking bilingual staff, or have access to medical interpretation services at their agency are strongly encouraged to apply for Linguistics funding for access to Language Line services in order to ensure compliance with federal Title VI requirements.**

- ***Rehabilitation services*** are services provided by a licensed or authorized professional in accordance with an individualized plan of care intended to improve or maintain a client's quality of life and optimal capacity for self-care. Services include physical and occupational therapy, speech pathology, and low-vision training.

- ***Referral for health care/supportive services*** is the act of directing a client to a service in person or through telephone, written, or other type of communication. Referrals may be made within the non-medical case management system by professional case managers, informally through support staff, or as part of an outreach program.

- ***Respite care*** is the provision of community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of a client with HIV/AIDS.

C. Services Required

All services proposed by Respondents to this RFP must be provided within the above service categories and in compliance with all applicable Memphis TGA Standards of Care **(Attachment #7)**.

Eligibility for services must be established for all clients utilizing the Memphis TGA Ryan White Part A and MAI Policy and Procedure **(Attachment #8)**. For additional information on the Ryan White Program and the Memphis TGA Ryan White Planning Council, please visit the www.hivmemphis.org website.

X. CONTRACT REQUIREMENTS

The successful Contracted Provider will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental

to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status.

a. Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider shall be an independent Provider over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider shall follow the desires of the County only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination Or Abandonment.

a. It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

i. The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

ii. The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

iii. The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

b. The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.

c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

d. All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

e. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-Providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the

full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers.

   a. The Provider shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

   b. Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws.

   a. If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

   b. The Provider shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.

   c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

19. Incorporation Of Other Documents.

    a. The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids, as well as, the Response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

    b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part here of.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority.

a. The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

b. The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

B. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities.

a. The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-Providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

b. The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

c. The County has no obligation to provide legal counsel or defense to the Provider or its sub-Providers in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.

d. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

e. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, 9th Floor Suite 941, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-Providers regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

f. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, 9th Floor Suite 941, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Provider will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/PROVIDER PROJECTS LESS THAN $1,000,000

Minimum Limits of Insurance

Provider shall maintain coverage with limits of no less than:

1. *Commercial General Liability Insurance* - $1,000,000 limit per occurrence bodily injury and property damage/$1,000,000 personal and advertising injury/$2,000,000 General Aggregate/$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
   a. Premises/Operations
   b. Products/Completed Operations
   c. Contractual

d. Independent Contractors
e. Broad Form Property Damage
f. Personal Injury and Advertising Liability

2. *Business Automobile Liability Insurance* - $1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
   a. Owned/Leased Autos
   b. Non-owned Autos
   c. Hired Autos

3. *Workers Compensation and Employers' Liability Insurance* - Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability is $1,000,000 per accident. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.

4. Professional Liability - *Errors and Omissions Coverage* – minimum limits of $1,000,000 per claim/$2,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made. .

All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will send immediate notice to Shelby County. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Provider shall purchase an extended reporting endorsement and furnish evidence of same to the County.

All insurance policies maintained by the Provider shall be primary and non-contributing as applying to Shelby County, irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

C. Right to Monitor and Audit

Access To Records During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence

pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. **Hard copy proposals must be received by no later than 3:00 p.m. (CST) on Tuesday, December 3, 2013, at Shelby County Government Purchasing Department, 160 N. Main St., 9th Floor Suite 900, Memphis, TN 38103.**

5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original copy (clearly identified as original) and six (6) copies of the proposal are required.

2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL – RYAN WHITE Part A and MAI, RFP #14-010-19"** with due date and time indicated.

3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Provider's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the format described in the Application Instructions and Forms document **(Attachment 5)**: **Please download all the attachments to this document**. The Cover Page and Proposal Response Sheet ***(required documents)*** should be the first two pages of your written response.

1. Cover Letter – Submit on letterhead stationery, with assurances as described in the application instructions, and signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Application Checklist (**Attachment #9**)

3. Comprehensive Response

   a. Outline of how respondent can meet or exceed the minimum requirements.

   b. Detail the respondent's qualifications to provide the proposed services. If respondent has previously received Ryan White Part A and/or MAI funding, the proposer should include data about the number of clients served, the number of services provided, and related program evaluation data.

   c. Proposals must include a detailed Implementation Plan, using form provided as **Attachment #10**, for each of the proposed service categories for which funding is requested.

d. Proposers must attach a copy of their current Quality Management Plan for HIV services, or outline the process for developing a Quality Management plan which can be implemented at the beginning of the contract period. Previous recipients of Ryan White Part A and/or MAI funding should include a summary of Quality Management data for the most recent monitoring period. **Attachment #11** includes information about the HRSA HIV/AIDS Bureau performance measures and quality management requirements.

4. Proposers must include a current organizational chart.

5. Proposers must include a detailed budget for each service category for which funding is requested, using the form provided as Attachment #12.

6. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;

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XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:

   a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
   b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

   a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.

b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:

i. Qualifications of personnel.
ii. Ability to present a clear understanding of the nature and scope of the project.
iii. Project methodology.
iv. Previous experience with similar projects.
v. Cost to the Shelby County Government as outlined in the budget estimate.
vi. Time frame for completion.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the Ad-Hoc Committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the Ad-Hoc Committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its Ad-Hoc Committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the Memphis TGA and the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

RFP LIST OF ATTACHMENTS

Attachment # 1	2009-2011 HIV/AIDS Incidence and Prevalence Data
Attachment # 2	2012 Needs Assessment Report
Attachment # 3	2010 Transportation Study Report
Attachment # 4	2001 Housing Study Report
Attachment # 5	2012 Comprehensive Plan
Attachment # 6	Application Instructions
Attachment # 7	Standards of Care
Attachment # 8	Eligibility Policy and Procedure
Attachment # 9	Application Checklist
Attachment # 10	Implementation Plan Form
Attachment # 11	HRSA HAB Performance Measures and Quality Management
Attachment # 12	Budget Form

Please make sure that you download all of the attachments listed above. The attachments are contained in a separate document that you must download and complete.